ZYLIGHT LLC - LIMITED PRODUCT WARRANTY

Zylight LLC warrants to the original end user customer of its products that its products are free from defects in material and workmanship under normal use for one (2) years from the date of purchase. Except as provided herein, Zylight LLC makes no express warranties, and any implied warranties, including those of merchantability and fitness for a particular purpose, are limited in duration to the duration of the written limited warranties contained herein. Except as provided herein, Zylight LLC shall have no liability or responsibility to its customer or any other person or entity with respect to any liability, loss or damage caused directly or indirectly by use or performance of the product or arising out of any breach of this warranty, including, but not limited to, any damages resulting from inconvenience, loss of time, data, property, revenue or profit or any indirect, special, incidental or consequential damages, even if Zylight LLC has been advised of the possibility of such damages.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

In the event of a product defect during the warranty period, you must contact Zylight LLC at the phone number or address listed in the product's user manual or on the internet at www.zylight.com to obtain a Return Merchandise Authorization (RMA) number. After obtaining an RMA number, send the product fully insured, with proof of purchase, to the address given to you by the Customer Service representative. Zylight LLC will, at its option, repair or replace the defective product. All replaced parts and products become the property of Zylight LLC. Repaired or replacement parts and products are warranted for the remaining term of the original warranty period. You will be charged for materials and labor or replacement of the product after the expiration of the warranty period.
This warranty does not cover: (a) damage or failure caused by or attributable to acts of God, abuse, accident, drops, misuse, improper or abnormal usage, failure to follow instruction, improper installation or maintenance, alteration, lightning or other incidence of excess or reverse voltage or current; (b) removal of, or tampering with any attached stickers, decals, knobs, enclosures, protective windows, hardware, or fasteners; (c) use of power supply equipment, power adapters, or cables not supplied by Zylight LLC for specific use with the equipment for which it was specified; (d) any unauthorized disassembly, repair, or modification; (e) cosmetic damage; (f) transportation, shipping or insurance costs; (g) costs of product removal, installation, set-up, service adjustment or reinstallation; (h) cracking, abrasion, scratching, coating wear, or breakage of protective windows; (i) abnormal mechanical or environmental conditions; (j) product that has been has been sold as second-hand; (k) product that has been transported, shipped, purchased, or resold contrary to US export regulations; (l) product that has been transported, shipped, purchased, or resold outside countries for which it has received electronic product compliance certification.
This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

ZYLIGHT LLC - ARBITRATION AGREEMENT

THIS ARBITRATION AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND REMEDIES BY PROVIDING THAT DISPUTES BETWEEN YOU AND ZYLIGHT LLC MUST BE RESOLVED THROUGH BINDING ARBITRATION, RATHER THAN IN COURT. PLEASE READ THIS AGREEMENT CAREFULLY. **YOU WILL ACCEPT THE TERMS OF THIS AGREEMENT BY RETAINING THE PRODUCT(S) SHIPPED IN CONNECTION WITH THIS AGREEMENT ("THE PRODUCT") FOR MORE THAN TEN (10) DAYS AFTER RECEIPT.** IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY RETURN THE PRODUCT F.O.B TO ZYLIGHT LLC WITHIN TEN (10) DAYS OF RECEIPT AT NO COST TO YOU.

RESOLUTION OF CLAIMS OR DISTPUTES: Any claim or dispute between you and Zylight LLC (or any subsidiaries or affiliates of Zylight LLC) arising out of or relating in any way to the Product or this Agreement shall be resolved through final, binding arbitration. This arbitration obligation applies regardless of whether the claim or dispute involves a tort, fraud, misrepresentation, product liability, negligence, violation of a statute, or any other legal theory. Both you and Zylight LLC specifically waive the right to bring a lawsuit based on such claims or disputes and to have such lawsuit resolved by a judge or jury.

LIMITAITION OF LEGAL REMEDIES: All arbitrations under this Agreement shall be conducted on an individual (and not a class-wide) basis, and an arbitrator shall have no authority to award class-wide relief. You acknowledge and agree that this Agreement specifically prohibits you from commencing arbitration proceedings as a representative of others or joining in any arbitration proceedings brought by any other person.

ARBITRATION PROCEDURES: 1) Before commencing any arbitration proceedings under this Agreement, you must first present claim or dispute to Zylight LLC in writing and allowing Zylight LLC the opportunity to resolve the claim or dispute. If your claim or dispute is not resolved within sixty (60) days, you may commence arbitration proceedings in accordance with this Agreement. 2) The arbitration of any claim or dispute under this Agreement shall be conducted pursuant to the American Arbitration Associations ("AAA") United States Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer-Related Disputes. These rules and procedures are available by calling the AAA or by visiting its web site at www.adr.org. 3) The arbitration of any claim or dispute under this Agreement shall be conducted in the State of Massachusetts, USA. 4) All administrative expenses of arbitration proceedings commenced under this Agreement shall be divided equally between you and Zylight LLC in accordance with the Commercial Fee Schedule provided by AAA. You acknowledge and agree that each party shall pay the fees and costs of its own counsel, experts and witnesses.
CHOICE OF LAW: This Agreement shall be governed by the United States Federal Arbitration Act.
SEVERABILITY: If any provision of this Agreement is declared or found to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions shall remain fully enforceable.